AGREEMENT WITH SDI PRESENCE, LLC, TO PROVIDE SYSTEM SELECTION PROFESSIONAL SERVICES FOR THE CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this 6th day of December, 2022 by and between SDI Presence, LLC, a Delaware company ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of system selection professional services.
- B. Consultant represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement the services that are described in the Scope of Work, which is attached as **Exhibit A** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Exhibit A. The total sum to be expended under the term of this Agreement, including any One Hundred Twenty-Eight Thousand, Three Hundred Forty-Four Dollars and Zero Cents (\$128,344.00). This sum is comprised of (1) the base amount of \$102,675 and (2) a contingency in the amount of \$25,669 for additional services at the City' sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.
- c. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence January 1, 2023, and terminate on June 30, 2024, unless terminated earlier in accordance with Section 17, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Minimum Scope and Limit of Insurance
 - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. Professional Liability (Errors and Omissions): insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - 5. **Broader Coverage**: if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if notavailable, through the

- addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 if a later edition is used).
- 2. Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4. Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 5. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 6. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- 7. Claims Made Policies (applicable only to professional liability):
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 8. Verification of Coverage: Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage requiredby this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 9. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.
- 10. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of therisk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or

indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council

City of Santa Ana

20 Civic Center Plaza (M-30)

P.O. Box 1988

Santa Ana, CA 92702-1988

Fax 714- 647-6956

Chief Technology and Information Officer Information Technology Department City of Santa Ana 20 Civic Center Plaza (M-42)

P.O. Box 1988

Santa Ana, California 92702

Fax: 714-647-5381

To Consultant: SDI Presence, LLC

Attn: David A. Gupta, CEO 200 East Randolph, Ste. 3550

Chicago, IL 60601 Fax: 312-580-7600

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be

modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement.

Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. In the event of any conflict or inconsistency between the terms and conditions in this Agreement and any terms or conditions set forth in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- c. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:	CITY OF SANTA ANA
Clerk of the Council	Kristine Ridge City Manager

[signatures continued on next page]

APPROVED AS TO FORM

SONIA R. CARVALHO

City Attorney

Brandon Salvatierra

Deputy City Attorney

CONSULTANT

Sharee L. Wolff

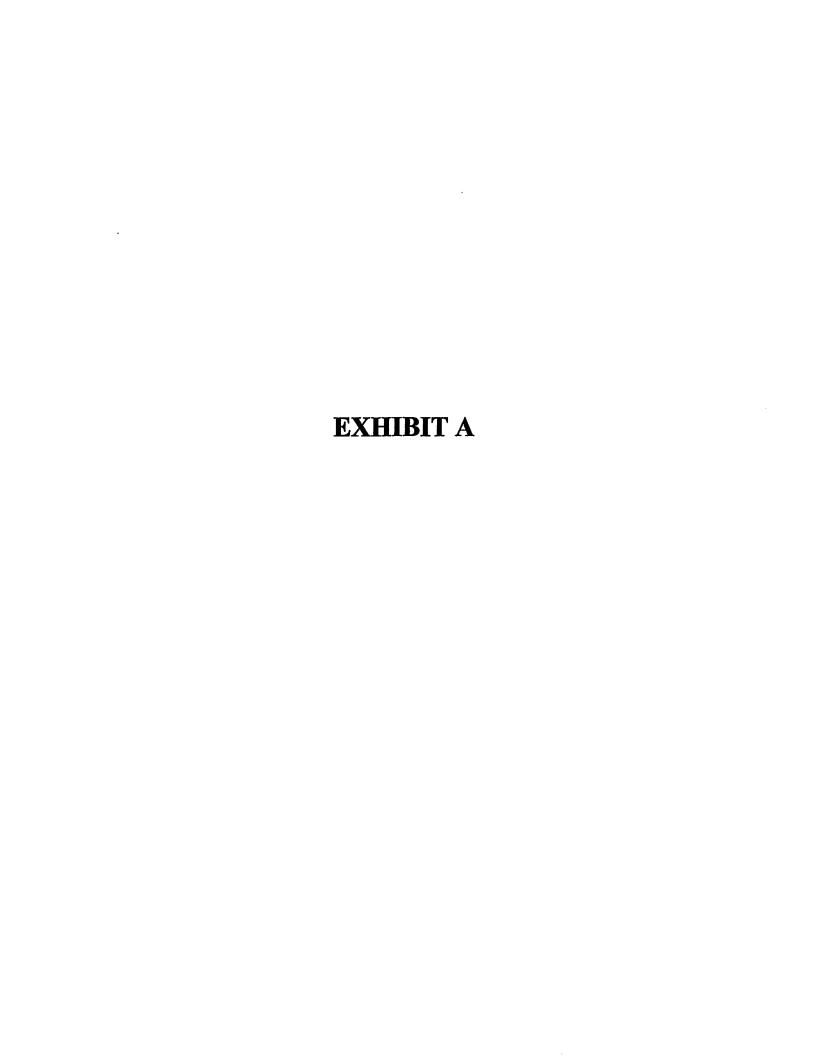
Chief Financial Officer

RECOMMENDED FOR APPROVAL

- 1

Jack Ciulla

Chief Technology and Information Officer Information Technology Department





PROPOSAL PREPARED FOR

City of Santa Ana

Enterprise Resource Planning (ERP)

Consulting Services

September 9, 2022

Respectfully Submitted By:



Patrick Griffin Vice President

Email: pgriffin@sdipresence.com

Phone: 714-975-4150









TABLE OF CONTENTS

Cover Letter	1
Consultant Information	2
Firm Qualifications	2
Related ERP Experience	5
Project Approach	7
Project Understanding	7
Additional Information About SDI's Approach	15
Why SDI?	17
Project Schedule	18
Cost Proposal – New System Procurement	19
Optional Additional Service Offerings	20
Business Process Mapping Error! E	Bookmark not defined
Project Management During New System Implementation	20



Cover Letter

September 9, 2022

Mr. Jack Ciulla, Chief Technology Innovations Officer Ms. Kathryn Downs, Executive Director of Finance City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701

RE: Consulting Services for Enterprise Resource Planning (ERP) Project

Dear Mr. Ciulla and Ms. Downs:

SDI Presence LLC (SDI) respectfully submits this proposal to the City of Santa Ana (City) for professional services to assist with the selection of a new Enterprise Resource Planning (ERP) system. Based on our meeting last week, we understand that the City is seeking the services of a professional technology management consulting firm to partner with the City to conduct a comprehensive needs assessment, RFP process, vendor evaluation and selection, and negotiation of a contract for the procurement of a replacement ERP system.

Since 1996, SDI has worked with more than 200 public sector agencies to plan, procure, implement, and operate technology. More specifically to the City's needs, SDI has worked with more than 50 similar-sized public agencies to help them assess, procure, select, and implement new ERP systems. As an example, SDI is currently providing, or recently completed, ERP projects at the following municipalities:

- City of Alameda
- City of Chino Hills
- City of Fremont
- City of Glendale
- City of Merced
- City of Redwood City
- City of San Ramon
- City of Vacaville

- City of Burlingame
- City of Davis
- City of Fresno
- City of Half Moon Bay
- City of Ontario
- City of Rohnert Park
- · City of Seal Beach
- City of Vernon

- City of Carson
- City of Dublin
- City of Gilroy
- City of Manhattan Beach
- City of Redlands
- City of San Bernardino
- City of Sunnyvale
- City of Walnut Creek

To complete this project, SDI will utilize a proven and structured project management approach to ensure the successful procurement of a new ERP system, while minimizing potential project risks and disruption to the City's daily operations.

We are confident that when you review our proposal you will agree that SDI brings the experience, expertise, resources, and tools to assist the City with this important project. SDI is prepared to undertake the project upon contract execution. If you have any questions or require additional information, please feel free to contact me at pgriffin@sdipresence.com or by telephone at 714-975-4150. We look forward to the opportunity of partnering with the City of Santa Ana on this important project.

Sincerely,

Patrick Griffin, Vice President SDI Presence LLC



Consultant Information

Firm Qualifications

SDI is an IT consultancy and managed services provider that leverages its strong team presence to advance our clients to a secure digital enterprise. With a 25-year corporate resume, SDI delivers strategic managed services, IT consulting, and hybrid infrastructure solutions to optimize our clients' technology environments. SDI is a certified Minority Business Enterprise (MBE), with a portfolio of clients that includes some of the nation's largest airports, utilities, commercial real estate portfolios, and government agencies.



SDI delivers a deep technical presence through a local delivery model to achieve customer confidence and success. SDI is headquartered in Chicago, Illinois with regional offices in Dallas/Fort Worth, Texas and Los Angeles & Sacramento, California.

End-to-End Solution Set to Drive Value and Accountability

SDI brings holistic solutions to our clients, integrating legacy and cloud-based applications and infrastructure across our clients' networks to produce data-based insights that drive sound business decisions and improve performance. SDI works with a broad range of industry-leading partners and leverages its own in-house

SDI PRESENCE Snapshot

- 25+ year resume
- 300+ employees
- · Headquartered in Chicago
- Seasoned executive leaders
- Low 13% employee turnover
- 98% customer satisfaction rating
- Financially stable 3A2 D&B Rating
- \$20M in projected 2020 diversity spend

expertise to deliver technology solutions that provide the highest degree of reliability and performance to our clients.

Led by PMP-certified Project Managers, the SDI team delivers comprehensive services designed to drive our clients' business strategies. SDI's solutions are specifically designed to leverage innovative technology and business processes to maximize critical infrastructure assets, increase productivity and reduce the cost of IT ownership at our clients. Each SDI solution area is driven by certified, experienced industry professionals, complimented by extensive company credentials and a resume of successful technology delivery.





SDI's core services include:

TECHNOLOGY DELIVERY CONSULTING				PRESENCESM
	APPLICATIONS	INFRASTRUCTURE	SECURITY	MANAGED SERVICES
 New System Implementation Project Management Organizational Change Management Quality Assurance Services IT Strategic Planning IT/Project Assessments IT Governance Interim CIO/CTO Digital Transformation Services 	 Requirements Assessment Selection and Procurement Business Process Reengineering QA/Testing Project Management Implementation and Integration 	 Network Engineering Data Center Hybrid Cloud Hyperconverged Infrastructure/ Software Defined Data Center (SDDC) VoIP Services 	Organization Policies and Procedures Enterprise Vulnerability Assessments Cyber Awareness Training Cyber Remediation Services Disaster Recovery/ Business Continuity Identity Management Integrated Public Safety Systems	 ITSM Service Desk IT Infrastructure Managed Services Enterprise Application Managed Services Managed Services Public Safety Systems Managed Services Real Estate Data Managed Services

SDI offers a broad technical skill set to our clients, offering deep expertise in each stage of the traditional or cloud-based system lifecycle. SDI brings a well-rounded team of professional business consultants, certified technicians and years of mission-critical IT experience to each of our client engagements.

Unmatched Technical & Industry Expertise

SDI teams bring executive presence and diverse perspective to our clients' most complex projects. Our team of professionals bring previous experience gained from running large IT operations and multimillion-dollar IT projects.

Together, the SDI Team has an extensive history of running complex, 24×7 mission-critical IT environments that demand both a broad and deep IT



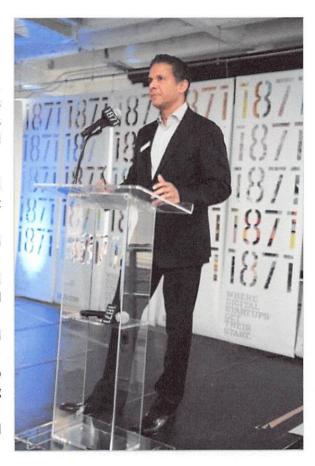
expertise and unwavering commitment to performance excellence – from a comprehensive IT Assessment for a local municipality, to enterprise cybersecurity remediation at a utility, to a 24x7x365 IT managed services program across a large city transit authority. We bring industry subject matter expertise, technical certifications and methodologies, and a desire to mark a positive impact for our clients.



Presence. For Our Clients, Colleagues and Community

Our commitment to presence achieves a confidence, connectivity, and conduit for value creation that is unmatched in our space. Every day, the SDI Team's presence is demonstrated by constantly and consistently being:

- Focused: in giving our full attention and energy to our shared goals and the task at hand.
- Alert: of industry trends, technical opportunities, and potential risks.
- Mindful: as we listen, engage and communicate – to inform our decisions and better outcomes.
- Invested: professionally, personally and economically in our work.
- Local: in our physical energy to build deep relationships and provide outstanding support.
- YOU: taking the time to care for ourselves and our significant others.



Awards and Recognition

The SDI Team prides itself on applying these points of presence in our work, business relationships, and larger community. SDI has been repeatedly recognized for its culture, diversity, and employee engagement by several leading publications including:



2020 Listings include (out of 5,187 companies)

- Overall Best Company to Work for in Chicago
- Best Mid-Size Company to Work for in Chicago (51-500 employees)
- Best Perks and Benefits Company in Chicago







Chicago United

Championship Team 2017



Related ERP Experience

SDI has extensive experience working with local government agencies performing the services the City is seeking. To date, we have worked with over 50 public agencies (e.g. municipalities, counties, fire districts, and utility districts) on ERP projects. The following table identifies our ERP clients, past and present.

- City of Alameda
- Camrosa Water District
- · City of Chino
- Coachella Valley Water
- City of Davis
- City of Fremont
- · City of Glendale
- · City of La Quinta
- City of Manhattan Beach
- Moulton Niguel Water
- Placer County
- City of Redlands
- · City of Rohnert Park
- San Bernardino City Water
- Santa Clara Valley Water
- Sonoma County
- City of Sunnyvale
- City of Walnut Creek

- City of Benicia
- City of Carson
- · City of Chino Hills
- Consumnes CSD
- Douglas County (NV)
- City of Fresno
- City of Half Moon Bay
- Lakeside Fire Protection
- City of Merced
- City of Ontario
- City of Pleasant Hill
- City of Redwood City
- · Sacramento Metro. Fire
- San Joaquin COG
- City of Seal Beach
- South Tahoe PUD
- City of Vacaville
- City of Yucaipa

- City of Burlingame
- City of Carson City (NV)
- Chino Valley Ind. Fire Dist.
- Cucamonga Valley Water
- City of Dublin
- City of Gilroy
- City of Indio
- Las Virgenes Water District
- City of Millbrae
- City of Paso Robles
- City of Poway
- · Riverside Co. Trans. Comm.
- San Benito County
- City of San Ramon
- Silicon Valley Clean Water
- City of Suisun City
- · City of Vernon

SDI's recent experience includes working with agencies that have chosen to procure both on-premise and SaaS (Cloud) ERP solutions. This experience allows us to bring our clients current and relevant knowledge about these solutions offerings, including critical terms and conditions that should be considered in the negotiated agreements.

It is important to note that SDI has, and will continue to be, 100% independent from any ERP solution provider. We pride ourselves on this independence and recognize that it is a critical attribute during the software vendor procurement process. While we remain independent from any ERP solution provider, we are knowledgeable and current on enterprise software vendors and products in the marketplace. Our consultant team has participated in selection processes that have included Cogsdale, Harris, Tyler Incode, Superion, Accela, Tyler Munis, Oracle, Workday, SAP, Tyler New World, CGI, Agresso, Microsoft Dynamics, Caselle, Infor, PeopleSoft, JD Edwards, and others.

Our recent and relevant experience with ERP procurements and implementations has also exposed our project managers to working with 3rd party vendors to integrate ERP systems to these 3rd party systems. For example, SDI regularly encounters the need for integration points between ERP systems and standalone timekeeping, cashiering, utility billing, land management, and work order systems, to name a few. These integration points require our project managers to navigate the often-complex relationships between the ERP system and the standalone software providers, so that we can help ensure our clients achieve the desired level of integration to reduce duplicative data entry and multiple data storage "silos".



Managing the development of integrations between providers and ensuring the City's goals for the integration points are met, is one of our core competencies.

With regard to data conversion knowledge, SDI has participated in or performed this activity at numerous public agencies during our project management activities. SDI resources are skilled in this area and are familiar with the nuances of data conversion, including initial data cleansing in the legacy system, data mapping between systems to ensure data integrity, and data validation to verify that the information has been accurately transferred. This final step can include multiple data passes after correction of data transfer errors and requires a resource with the knowledge and understanding to complete the data conversion process accurately.

One of the greatest values to utilizing SDI for the City's engagement is our significant experience with ERP products on the market. While we remain 100% vendor independent, we have a comprehensive understanding of the ERP marketplace and the various products available to local government agencies.



Project Approach

Project Understanding

SDI understands that the City is interested in utilizing the services of a technology consulting partner to assist with the selection of a new Enterprise Resource Planning (ERP) solution. Further, we understand that the City seeks the services of a consultant team that is knowledgeable about the current ERP landscape and can provide independent, fact-based support to assist the City with a decision. Finally, we understand that the City is interested in identifying an industry standard, commercial-off-the-shelf modular software solution that is configurable by City staff and requires few, if any, modifications to the software to meet the City's needs.

SDI is prepared to meet the City's needs by utilizing our proven procurement methodology and approach designed specifically to meet the unique needs of public sector agencies. Presented below is SDI's five-phased approach:

- The "Initiate" phase which establishes the foundation for effective communication and the successful completion of the project.
- The "Requirements" phase which encompasses a thorough discovery of the City's specific objectives and needs to ensure all the features, functions and requirements (e.g. user, interface, conversion, technical, etc.) necessary are defined and documented and communicated through the resulting documents for inclusion in the RFP.
- The "RFP" phase wherein the Request for Proposal is developed to meet the procurement requirements of the City.
- The "Select" phase which provides the structure for a fair and organized means to complete the review and decision process to select the best solution presented.
- The "Negotiate" phase which results in formal completion of agreements with the selected ERP solution vendor and the City.

We recognize that the City is interested in more than simply employing a company to oversee its project – you require the expertise of a proven professional with significant experience and knowledge of local government operations and ERP products, and who can provide the City with the experience and expertise to navigate the complexities associated with a comprehensive ERP procurement. In addition, the City is seeking a resource with experience in local government financial operations that can provide suggestions and recommendations for business process improvements to increase organizational efficiency and effectiveness. SDI is prepared to support the City's project with a proven team of dedicated professionals.



As described briefly in the Project Understanding section of our proposal, SDI's approach to enterprise system procurements follows a structured methodology designed to help ensure that the City's goals for the project are achieved. Provided below is our project approach and detailed work plan for new system procurement.

- The "Initiate" phase which establishes the foundation for effective communication and the successful completion of the project.
- The "Requirements" phase which encompasses a thorough discovery of the City's specific objectives and needs to ensure all the features, functions and requirements (e.g. user, interface, conversion, technical, etc.) necessary are defined and documented and communicated through the resulting documents for inclusion in the RFP.
- The "RFP" phase wherein the Request for Proposal is developed to meet the procurement requirements of the City.
- The "Select" phase which provides the structure for a fair and organized means to complete the review and decision process to select the best solution presented.
- The "Negotiate" phase which results in formal completion of agreements with the selected ERP solution vendor and the City.

Figure 2 provides an overview of the phases, activities, and deliverables for our proposed methodology.

PHASES TASKS DELIVERABLES 1.1 - Project Sponsor Planning Meeting PHASE 1 · Work Plan 1.2 - Work Plan Development and Review · Kickoff Meeting Presentation INITIATE 1.3 - Conduct Project Kickoff Meeting 2.1 - Request and Review Documentation · Documentation Request Listing 2.2 - Conduct System Requirements Workshops PHASE 2 · Functional and Operational Requirements 2.3 - Document Functional Requirements · Interface and Technical Requirements **REQUIREMENTS** 2.4 - Document Interfaces/Technical Requirements Data Conversion Requirements 2.5 - Document Data Conversion Requirements 3.1 - Prepare Draft Request For Proposal (RFP) · Draft RFP PHASE 3 3.2 - Review Draft RFP With Stakeholders · Final REP 3.3 - Identify and Notify Potential Bidders RFP · Vendor Listing 3.4 - Release RFP 4.1 - Address Vendor Questions 4.2 - Prepare Evaluation Committee · Vendor Question Responses 4.3 - Conduct Initial Screening of Proposals · Evaluation Scoring Methodology and Matrix Template PHASE 4 4.4 - Assist with Review and Scoring of Proposals · Evaluation Scoring Matrix Summary **SELECT** 4.5 – Prepare for Proof of Capabilities (POC) · POC Session Agenda and Scripts 4.6 - Facilitate POC Sessions · Vendor Selection Report 4.7 - Assist with Due Diligence 4.8 - Prepare Vendor Selection Report 5.1 - Research Prior Vendor Agreements 5.2 - Conduct Initial Agreement Review PHASE 5 · Final Agreement with Vendor 5.3 - Facilitate Negotiation Strategy Workshop City Council Meeting Participation **NEGOTIATE** 5.4 - Conduct Negotiation Meetings 5.5 - Assist in Obtaining City Council Approval

In the following pages, we provide a detailed work plan outlining our tasks and the associated deliverables for each task.



Phase 1 - Initiate

The purpose of the Initiate phase is to prepare for, and initiate, the project under a well-defined work plan. This stage includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project.



Task 1.1 - Project Sponsor Planning Meeting

TASK DESCRIPTION: SDI will meet with the City's Project Sponsor and other key staff to complete a detailed review the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, SDI will discuss the tools and templates that will be leveraged.

Task 1.2 - Work Plan Development and Review

TASK DESCRIPTION SDI will develop a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, issue and risk management, and major milestones.

DELIVERABLE: Work Plan

Task 1.3 - Conduct Project Kickoff Meeting

TASK DESCRIPTION: Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the SDI team to City staff and should involve senior level management and project sponsors to provide introduction of this City-wide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participates in a project kickoff.

DELIVERABLE: Kickoff Meeting Presentation

Phase 2 - Requirements

During Phase 2, SDI will develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which to begin defining the desired future state of the new ERP system. During this phase it is necessary to identify and prioritize future system features and functions, and to consider potential modifications to current processes through the adoption of best business practices . A key success factor to implementing a best fit solution is having a comprehensive understanding of the City's true needs and requirements.



PHASES	TASKS	DELIVERABLES
PHASE 2 REQUIREMENTS	2.1 – Request and Review Documentation 2.2 – Conduct System Requirements Workshops 2.3 – Document Functional Requirements 2.4 – Document Interfaces/Technical Requirements 2.5 – Document Data Conversion Requirements	Documentation Request Listing Functional and Operational Requirements Interface and Technical Requirements Data Conversion Requirements

Task 2.1 - Request and Review Documentation

TASK DESCRIPTION: SDI understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, SDI will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not SDI's intent to create work for the staff with this task - if requested documentation does not exist, then it should not be created now.

DELIVERABLE: Documentation Request Listing

Task 2.2 - Conduct System Requirements Workshops

TASK DESCRIPTION: SDI will conduct workshops with the City's functional subject matter experts in all City departments. For the Finance Department interviews, the workshops will occur at a functional level (i.e. general ledger, budget, fixed assets, accounts receivable, inventory, purchasing, accounts payable, grant and project accounting, treasury, etc.). For other City departments, typically a single workshop per department will provide the information necessary to complete an analysis of potential ERP applicability for those department functions. Outcomes of the workshops will document current processes, practices, polices, and procedures related to the City's use of the ERP system. The workshops will also explore unmet needs and focus on identifying new features and functions that can improve the existing operations.

SDI's approach to conducting the systems requirements workshops involves more than just gathering information from the City's subject matter experts. It includes educating and/or collaborating with staff on best practices and how evolving technology capabilities (i.e. workflow, reporting, integration, dashboards, document management, etc.) can be applied to the future environment.

Task 2.3 - Document Functional Requirements

TASK DESCRIPTION: SDI will utilize the information gathered during Task 2.2 above to document the City's existing and desired functional requirements so that the RFP provides a comprehensive description of the City's requirements.

DELIVERABLE: Functional and Operational Requirements

Task 2.4 - Document Interfaces/Technical Requirements

TASK DESCRIPTION: During our work efforts in the prior tasks, SDI will identify required or desired interfaces and integration opportunities between the ERP system and other data repositories. This helps ensure that an integration point or interface is not missed. In addition, SDI will work with City staff to identify any interface standards that should be included in the RFP (i.e. City preferred interface methods).

DELIVERABLE: Interface and Technical Requirements



Task 2.5 - Document Data Conversion Requirements

TASK DESCRIPTION: SDI will document the City's data conversion and migration requirements so that software proposers can include the costs and approach for completing data conversion in their proposals. SDI will meet with the City's technical and business subject matter experts to identify and document data migration and conversion requirements. SDI will provide consultation with regard to the pros and cons of the possible approaches/strategies and provide recommendations.

DELIVERABLE: Data Conversion Requirements

Phase 3 - RFP

The tasks in this stage will consolidate all relevant information gathered in the prior phases to create an RFP that clearly defines the requirements and objectives of the City. The quality and accuracy of vendor responses are significantly improved using a well-organized, accurate, and clear RFP. A strong RFP is critical as it provides the foundation for evaluating the vendor and ultimately provides the basis for a solid agreement between the City and the successful vendor.



Task 3.1 - Prepare Draft Request For Proposal (RFP)

TASK DESCRIPTION: SDI will prepare a draft RFP for review by the Project Stakeholders and identified key staff. If the City has an existing preferred RFP template, SDI will conduct a review and compare the City templates to SDI's proven ERP RFP template. In addition, if necessary, SDI will meet with the City's purchasing and/or legal resources to verify RFP terms and conditions.

At a minimum, an RFP should include the following components: purpose and objectives, background, evaluation criteria and selection process, timeline, submission requirements (including forms and templates), RFP terms and conditions, current environment descriptions, business and operations metrics (i.e. number of employees, users, vendors, purchase orders, etc.), functional requirements, technical requirements and standards, and pricing proposal submission requirements.

DELIVERABLE: Draft RFP

Task 3.2 - Review Draft RFP With Stakeholders

TASK DESCRIPTION: SDI recommends that the draft RFP be distributed to the City project team and subject matter experts for careful review. After staff has had the opportunity to review the RFP, SDI will conduct a meeting to address any changes, questions, or concerns.



Task 3.3 - Identify and Notify Potential Bidders

TASK DESCRIPTION: While online vendor portal sites provide a valuable channel for making an RFP publicly available, SDI believes it is in the City's best interest to alert qualified vendors of the upcoming RFP release. SDI will compile a comprehensive list of public sector ERP solution vendors that provide potential solutions. SDI will review the listing with the City and assist the City in creating a notification message that can be distributed via email. Timely notification of the City's intent to release an RFP will help ensure the City attracts quality solution vendors and allow the vendors to be better prepared to provide a timely response.

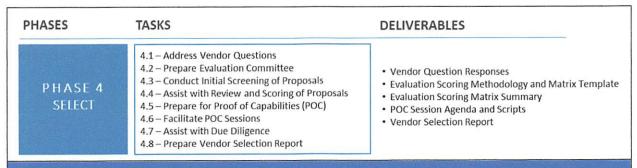
Task 3.4 - Release RFP

TASK DESCRIPTION: SDI will incorporate any recommended modifications to the draft RFP into a final document and will assist with distribution of the RFP.

DELIVERABLE: Final RFP

Phase 4 - Select

The process for selecting a suitable, best fit ERP solution vendor requires the City to follow a structured methodology. The goal of this phase is to ensure that the vendor that is the "best fit" for the City is selected. Up to this point in the project, the City will have invested heavily in establishing the foundation upon which a best fit selection will be made. The tasks in this phase are focused on ensuring a careful and detailed review of information provided in response to the RFP are conducted, as well as independent research, validation, and verification of content.



Task 4.1 - Address Vendor Questions

TASK DESCRIPTION: Release of a clear and well-structured RFP will dramatically reduce the number of vendor questions. However, due to the complex nature of ERP procurements, the City should anticipate that vendors will submit questions that must be addressed to ensure quality proposals are received. In this task, SDI will assist the City in responding to vendor questions.

DELIVERABLE: Vendor Question Responses



Task 4.2 - Prepare Evaluation Committee

TASK DESCRIPTION: SDI will work with the City to identify the evaluation team and prepare an evaluator's packet that includes clear descriptions and direction of the evaluation methodology. The packet will also include a scoring template to assist the evaluator in tabulating their results.

DELIVERABLE: Evaluation Scoring Methodology and Matrix Template

Task 4.3 – Conduct Initial Screening of Proposals

TASK DESCRIPTION: SDI will conduct a screening evaluation of all proposals to determine which vendors and proposals meet the mandatory RFP requirements and minimum qualifications. SDI will present the results of our screening evaluation to the City. The City can use this information as a guide to determine which proposals require a detailed review.

Task 4.4 – Assist with Review and Scoring of Proposals

TASK DESCRIPTION: The evaluation team will review and rate the proposals per the evaluation criteria. In addition, SDI will review proposals to identify issues, concerns, questions, or clarifications that should be addressed, and will provide this information to the evaluation team and be available to the evaluators for consultation. SDI will assist the City in arriving at a preliminary evaluation scoring matrix that identifies a short list of preferred vendors.

DELIVERABLE: Evaluation Scoring Matrix Summary

Task 4.5 - Prepare for Proof of Capabilities (POC)

TASK DESCRIPTION: Conducting proof-of-capabilities (POC) sessions with short-listed vendors is a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, SDI will develop the POC meeting agenda, scenarios, and scripts for the City to review. In addition, SDI can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input into contract negotiations and helps clarify risk areas for special consideration.

DELIVERABLE: POC Session Agenda and Scripts

Task 4.6 - Facilitate POC Sessions

TASK DESCRIPTION: SDI will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, SDI will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the Vendor Selection Report (Task 4.8).

Task 4.7 - Assist with Due Diligence

TASK DESCRIPTION: SDI will assist the City in planning for and completing reference checks and site visits (if desired by City). While SDI is available to conduct the reference checks, it has been our experience that these are best performed by City staff because of the information exchange and opportunity to further network.



Task 4.8 - Prepare Vendor Selection Report

TASK DESCRIPTION: Using all the information and work products created to date, SDI will draft a Vendor Selection Report that outlines the process followed and the results of the evaluation. SDI will provide the City the opportunity to review a draft report and provide feedback. SDI will then publish a final Vendor Selection Report, which can be utilized as part of the City's written recommendation for City Council presentation.

DELIVERABLE: Vendor Selection Report

Phase 5 - Negotiate

Key terms, conditions, scope, and pricing terms must be fully resolved before concluding a final agreement. The purpose of the Negotiate phase is to formalize and implement a negotiation strategy to ensure the City obtains a favorable contract and all outstanding issues are resolved. SDI brings significant experience in contract negotiations that will help ensure an agreement that fully protects the City while supporting a successful implementation.

PHASES	TASKS	DELIVERABLES
PHASE 5 NEGOTIATE	5.1 – Research Prior Vendor Agreements 5.2 – Conduct Initial Agreement Review 5.3 – Facilitate Negotiation Strategy Workshop 5.4 – Conduct Negotiation Meetings 5.5 – Assist in Obtaining City Council Approval	Final Agreement with Vendor City Council Meeting Participation

Task 5.1 - Research Prior Vendor Agreements

TASK DESCRIPTION: This task focuses on identifying signed agreements with agencies that are of a similar size and complexity as they can provide a valuable source of information to help the City prepare for negotiations. SDI will seek out and review available agreements. The review will include evaluating terms and conditions, pricing, payment terms, milestones, and more. The information gathered will be compared to that which was submitted with the RFP with the goal of identifying any gaps or more favorable terms and conditions.

Task 5.2 - Conduct Initial Agreement Review

TASK DESCRIPTION: SDI will perform a review and provide feedback of the proposed agreement templates. Based on our experience, the City should expect multiple agreements (i.e. software licensing, maintenance and support, professional services, 3rd party software, etc.). SDI will provide the City guidance and assistance on the agreement review to help prepare for subsequent negotiations.

Task 5.3 - Facilitate Negotiation Strategy Workshop

TASK DESCRIPTION: SDI will facilitate a workshop with key City staff to develop the negotiation strategy. The workshop will focus on outstanding issues and questions, as well as areas of high risk that need to be addressed. A well-planned negotiation strategy reduces the negotiation timeline, reduces frustration among the parties, ensures the City presents a unified front, and reduces the risk that items will be overlooked.



Task 5.4 - Conduct Negotiations Meetings

TASK DESCRIPTION: SDI will assist the City in preparing for negotiation meetings and will attend to support City staff. SDI will facilitate the negotiation meetings and actively participate in discussions and negotiations pertaining to the vendor's contractual documents and Statement of Work to ensure the documents are acceptable to the City and properly hold the vendor accountable. SDI will take the lead in recording the minutes from the meetings to capture outstanding items, next steps, and critical dates.

DELIVERABLE: Final Agreement with Vendor

Task 5.5 - Assist in Obtaining City Council Approval

TASK DESCRIPTION: SDI will attend and/or participate in the City's presentation of the vendor agreements to the City Council for approval. SDI's level of participation will be at the City's direction.

DELIVERABLE: City Council Meeting Participation

Business Process Mapping Services Request

As a part of our overall proposal, the City has requested that SDI formally document fifteen (15) specific existing business processes as a part of the overall project. The specific areas requested for business process mapping include:

♦ Cashiering	 Bank Reconciliation 	 Investment Accounting
◆ Interest Allocation	 Inventory Accounting 	 Capital Asset Accounting
♦ Accounts Receivable	 Accounts Payable 	◆ Purchasing
Payroll Processing	Debt Management	 Project Activity Accounting
Contract Management	Grant Accounting	♦ General Ledger Entries

SDI will document the City's current business processes for each of the functional areas listed above. SDI utilizes a structured approach to documenting our data gathering activities to ensure that all information shared with the project team is recorded. The information gathered about current business processes will also be reviewed by the City's project team to ensure it is accurate. The timing for this task will be discussed with the City team during the "Initiate" phase of the project; we recommend initiating these activities during the Phase 2 "Requirements" phase.

Additional Information About SDI's Approach

Approach to Best Practices and Change Management

SDI has been conducting assessments of enterprise systems for over 25 years and have developed a proven methodology for information gathering and identifying organizational needs. We recognize the importance of utilizing a measured approach when introducing an organization to potential change, and we are sensitive to the fact that staff may be averse to such change. Our consultant team consists of professionals who have worked in the public sector, have experienced the changes that come with business process analysis and new system implementations, and are well versed on managing expectations, concerns, and potential roadblocks to the implementation of new business practices.

SDI approaches our business process workshops with an understanding that not all participants may be knowledgeable about the most current software systems available. A key component of our workshops is to help educate City staff on available software systems and functionality, and to explore staff's thoughts regarding potential positive outcomes of implementing this functionality. The goal of our workshops is to



gather information about existing processes and functions, introduce staff to the most current software functionality available, and then discuss the potential benefits of adopting the more contemporary functionality. This process serves the function of introducing staff to the latest software features and functions, along with beginning the process of building buy-in to the adoption of new business processes.

In terms of change, a critical component to managing change successfully is to help staff throughout the organization understand the positive outcomes of business process improvements. Helping staff understand these positive outcomes is essential to getting their buy-in to the change, and our consultants are skilled at helping explain the positive outcomes to all levels of staff in the organization. For example, we can help explain to the Buyer how electronic workflow of a purchase requisition reduces paperwork and time to process, and can also explain to a Department Director or the City Manager how a system dashboard can provide immediate access to critical data for decision making. Having worked in all aspects of the public sector environment, our project team is highly qualified to address the topic of change and the requisite benefits of adopting best business practices.

Requirements Development

SDI approaches all of our projects with a holistic view of the needs of the organization. When developing requirements for software systems, we ensure that we explore all of the organization's needs, including business processes and practices and data reporting and analytics. Too often, organizations do not focus on the output needs for a new system – i.e. how staff is able to extract data and perform analytics on that data. SDI recognizes the importance of this aspect of our work and places emphasis on the need for data extraction and reporting.

Onsite Versus Offsite Efforts

SDI's approach to project management is to maximize client engagement throughout the process, and we believe this is best achieved by being onsite during the majority of the project activities. That being said, during the COVID-19 pandemic SDI has successfully managed projects remotely through the use of collaborative tools including Microsoft Teams, SharePoint sites, and other resources. Since each of our clients has approached work activities differently during the pandemic, SDI remains flexible in our approach to onsite versus offsite project management.

Communication During the Project

SDI prides itself on actively communicating throughout all phases of our projects. Active communication means ensuring that our clients are provided regular project updates utilizing scheduled, written project status reports. Active communication also entails regularly communicating potential project risks, issues, and decision points via telephone, email, and/or in-person discussions with our clients.

Throughout each of the project management activities described in our methodology above, the SDI project manager will be keeping the City team informed on the status of project activities through both oral and written communications. Regular project status reports will be provided periodically (reporting schedule will be established during Project Initiation activities). In addition, the SDI project manager will be engaging (through emails, telephone and in person) with the City team and project participants regularly to ensure project activities are progressing and that potential issues are resolved expeditiously.

We are skilled at managing communication with our clients, and quickly adapt to our clients' desired methods of communication. The key to a successful procurement is open two-way communication with our clients.



Project Roles and Responsibilities

Ensuring clear delineation of roles and responsibilities of the SDI team and the City participants is an essential component to project success. Part of our Phase 1 activities includes a discussion of the various roles and responsibilities of the project team, and who on the team will be responsible for what aspects of the project. Each organization is different, with different skills sets and associated strengths. SDI will work with the City's Project Sponsor to help define roles and responsibilities and will provide focused support in the areas that are identified as needing additional support.

Optimizing Project Success

SDI's approach to project management is to serve as our client's trusted advisor. We view our presence on the project to be that as an extension of the City team, thus representing the City and acting in the best interests of the organization. Our goal is to minimize disruption to the organization as much as possible and mitigate issues and concerns quickly and efficiently, while ensuring the City's interests are prioritized and addressed.

Maintaining open lines of communication, monitoring risks and providing risk mitigation strategies are all essential components to help ensure project success. We have a successful track record of working with software vendor teams during the procurement process; this gives SDI a unique advantage in terms of the City's project. SDI is prepared to provide these services through our professional and dedicated project team.

Why SDI?

We recognize that the City has a choice of consultant firms to assist with this important project. We are also confident that SDI is the best firm to assist the City throughout the process. SDI brings over 25 years of hands-on experience with enterprise software procurement and implementations. We have worked with over 200 West Coast clients and have completed well over 50 enterprise software projects. The SDI team that will be assigned to the City's project is comprised of local southern California resources with years of experience working in and around local government agencies, and the team have all worked in local government operations at some point in their careers.

We invite you to speak with our past and current clients to understand what sets SDI apart. We believe you will agree that SDI offers the best combination of California local government experience, knowledge, and expertise to ensure the City's project is completed successfully.



Project Schedule

Based on information contained in the City's RFP and our past experience with system procurements, we provide the following estimates for the completion of the City's project.

Deliverables • Work Plan • Kickoff Meeting Presentation		Deliverables - Draft RFP - Final RFP - Vendor Listing		Deliverables • Final Agreement with Vendor • City Council Meeting Participation
WEEK 1 – WEEK 3 PHASE 1 INITIATE	WEEK 4 – WEEK 8 PHASE 2 REQUIREMENTS	WEEK 9 – WEEK 12 PHASE 3 RFP	WEEK 13 – WEEK 24 PHASE 4 SELECT	WEEK 25 – WEEK 30 PHASE 5 NEGOTIATE
	Deliverables Decumentation Request Listing Functional and Operational Requirements Interface and Technical Requirements Data Conversion Requirements		Deliverables • Vendor Question Responses • Evaluation Scoring Methodology and Matrix Template • Evaluation Scoring Matrix Summary • POC Session Agenda and Scripts • Vendor Selection Report	

The ability to meet this project timeline will be dependent upon City staff availability throughout the various activities in Phase One. The timeline above does not include the 4-6 week period when the City's RFP is posted for software vendors to respond to.



Cost Proposal – New System Procurement & Business Process Mapping

SDI developed our cost estimate based on our years of experience completing projects of a similar scope. Based on the City's RFP, research regarding the City size and structure, and our past experience with similar projects, we estimate that the procurement portion of this project will require 435 hours to complete, and that the business process mapping for fifteen (15) functional areas will require 120 hours to complete. SDI's hourly rate for all resources is \$185 – this rate is inclusive of all project-related costs including travel. Applying SDI's all-inclusive hourly rate of \$185 yields a total cost of \$102,675.



Optional Project Management Services During New System Implementation

Project Management During New System Implementation

SDI is prepared to provide project management support for the City's ERP implementation utilizing both an overarching project management framework, and the application of a specific Work Plan as outlined in the next section of our proposal. The three major project management categories are described as follows:

Plan – coordinating future project activities in conjunction with various project participants

- · Review software provider's Statement of Work and coordinating the project kickoff
- Develop implementation project plan in coordination with software provider's project manager

Communicate – disseminating project activities and information to project participants

- Attend project meetings, Executive Steering Committee meetings, and other related meetings
- Complete regular project status reports
- · Update SharePoint information
- Review and distribute software provider's project meeting agendas
- Review Software provider's site reports
- Review project issues log regularly with Software provider's project manager, work to resolve issues, and communicate issues status with project team
- Monitor and report on potential project risks

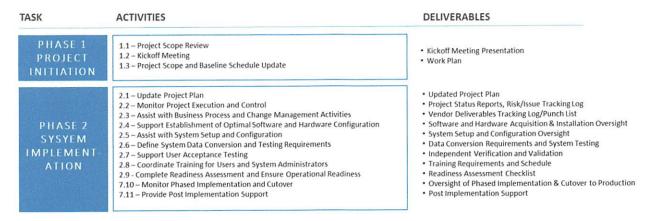
Execute – completing or overseeing specific tasks associated with the project

- Coordinate scope change requests
- Process product enhancement requests
- Coordinate software development requests
- · Assist with establishment of training accounts for users
- Coordinate software installation
- Coordinate staff training
- Coordinate user acceptance training
- Plan go-live activities in conjunction with software provider's project manager
- Work with staff on change management efforts
- · Coordinate final acceptance process

Provided on the following pages is SDI's project management framework that we utilize when managing the implementation of complex business applications. This framework was developed to help minimize risk, increase opportunities for efficiencies, and ensure that the implementation project remains on schedule. Our approach to these projects is to remain flexible, focus on tasks that the City directs us to complete, and work collaboratively with the City to ensure that we are maximizing the use of available resources. SDI is open to modifying and/or adjusting the proposed tasks and is flexible about where our efforts are directed over the course of the project.



SDI's project management framework includes two major phases: **Project Initiation** and **System Implementation**.



The phases, tasks associated with each phase, and deliverables coming out of each task, are described in detail below.

Phase 1 - Project Initiation

As project management professionals, SDI recognizes the importance of applying a formal project management framework to ensure that the project meets objectives and is delivered on-time and on-budget. The purpose of the Project Initiation Phase is to prepare for, and initiate, the project under a well-defined project plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project. The following table presents the specific tasks, activities, and deliverables that will be undertaken during the Project Initiation phase.



1.1 Project Scope Review

TASK DESCRIPTION: SDI will meet with the City's Project Sponsor and the software project manager to review the scope of work, project timeline, deliverables, and other procurement documentation to confirm project details before formal kickoff.

1.2 Kickoff Meeting

TASK DESCRIPTION: SDI will work in coordination with the software project manager to develop a Microsoft PowerPoint presentation that will describe the project. SDI will lead a Project Kickoff Meeting which will be scheduled by the City to include all anticipated project participants. The primary goal of the Project Kickoff Meeting is to ensure that all project participants have a common understanding of the process and project objectives.

DELIVERABLE: Project Kickoff Presentation

1.3 Project Scope and Baseline Schedule Update



TASK DESCRIPTION: SDI will finalize and deliver the project scope and plan, along with communication and status reporting plans and a baseline schedule, as agreed with by the City's Project Sponsor.

DELIVERABLE: Work Plan

Phase 2 - System Implementation

The cornerstone of success for the system implementation portion of the project will be how well it is managed. This includes thorough planning, execution, and monitoring of the plan, corrective action when required, and final close-out of the project. SDI's project management services will enable the City to manage the big picture, keep stakeholders informed, and ensure successful planning, oversight, and completion of the project while mitigating project risk. In the table below, SDI has identified the activities and deliverables to be completed as part of this phase of the project. It should be noted that many of the tasks in Phase 2 will be repeated for the individual implementation of specific future modules within the software suite (i.e. – General Ledger; Accounts Payable, etc.).

TASK .	ACTIVITIES	DELIVERABLES
PHASE 2 SYSYEM IMPLEMENT- ATION	2.1 – Update Project Plan 2.2 – Monitor Project Execution and Control 2.3 – Assist with Business Process and Change Management Activities 2.4 – Support Establishment of Optimal Software and Hardware Configuration 2.5 – Assist with System Setup and Configuration 2.6 – Define System Data Conversion and Testing Requirements 2.7 – Support User Acceptance Testing 2.8 – Coordinate Training for Users and System Administrators 2.9 - Complete Readiness Assessment and Ensure Operational Readiness 7.10 – Monitor Phased Implementation and Cutover 7.11 – Provide Post Implementation Support	Updated Project Plan Project Status Reports, Risk/Issue Tracking Log Vendor Deliverables Tracking Log/Punch List Software and Hardware Acquisition & Installation Oversight System Setup and Configuration Oversight Data Conversion Requirements and System Testing Independent Verification and Validation Training Requirements and Schedule Readiness Assessment Checklist Oversight of Phased Implementation & Cutover to Production Post Implementation Support



2.1 Update Project Plan

TASK DESCRIPTION: SDI will work with the software project manager to update the Project Plan, including the following basic elements that will be defined for the system implementation activities:

- Tasks and Subtasks
- Milestones and Deliverables
- Detailed Project Schedule

DELIVERABLE: Updated Project Plan

2.2 Monitor Project Execution and Control

TASK DESCRIPTION: Working with the software project manager, SDI will monitor the project execution using all the plans, schedules, procedures, and standards prepared for the project. This will include ensuring that regular status reports are provided and discussed at project review meetings with the Project Sponsor and appropriate participants. These reviews will include performance measures for the completion of tasks and activities in accordance with the project plan, communication plan, risk management plan, and quality assurance plan.

DELIVERABLES: Project Status Reports, Risk/Issue Tracking Log, Vendor Deliverables Tracking Log

2.3 Assist with Business Process Review and Change Management Activities

TASK DESCRIPTION: SDI will assist the City with reviewing business processes to help identify areas where a business process change may result in improved efficiencies. SDI will provide suggestions and recommendations for business process improvements in conjunction with the City's project team.

2.4 Support Establishment of Optimal Software and Hardware Configuration

TASK DESCRIPTION: SDI will assist the City in defining the technical system software and hardware environments required for the new system's operation including licenses for development, testing/training, and production environments. SDI will provide oversight for identifying, procuring, and installing the software and hardware configurations to ensure the system is properly sized to meet the City's requirements. This activity will also include coordinating the installation of required application, database, and web servers as well as necessary network architecture and infrastructure components.

DELIVERABLE: Software and Hardware Acquisition and Installation Oversight

2.5 Assist with System Setup and Configuration

TASK DESCRIPTION: SDI will assist the City to ensure that the new system is set up to support the City's unique operating requirements. This activity will include establishing Munis security protocols for users along with specific workflow processes for the new system, and setting configuration options and customizing parameters for system upload/download processes to Microsoft products such as Excel, Word, Access, and Outlook, and to other third-party products.

DELIVERABLE: System Setup and Configuration Oversight



2.6 Define System Data Conversion and Testing Requirements

TASK DESCRIPTION: SDI will assist in defining conversion and testing requirements for items that must be converted into the new system. SDI will work with the Software conversion team to ensure that data extracted from the existing Eden system is properly mapped to the Munis system.

SDI will also assist the City in developing a testing/training environment which will allow for separate testing of release software by City staff prior to production installation.

DELIVERABLE: Data Conversion Requirements and System Testing

2.7 Support User Acceptance Testing

TASK DESCRIPTION: SDI will verify and validate acceptance test results for implementation of the new system that will include:

- System documentation
- Stress tests
- Access control capabilities
- User acceptance test results

- Functional tests
- Security tests
- Backup, restore and restart tests

DELIVERABLE: Independent Verification and Validation

2.8 Coordinate Training for Users and System Administrators

TASK DESCRIPTION: SDI will assist the City in identifying training requirements and creating schedules for both users and technical personnel. Training should be sufficiently detailed and comprehensive to ensure that City staff will be able to effectively use the system and support the system after implementation.

DELIVERABLE: Training Requirements and Schedule

2.9 Complete Readiness Assessment and Ensure Operational Readiness

TASK DESCRIPTION: SDI will develop a checklist to be used to assess the City's operational readiness for the new system implementation, including:

- Staffing plan
- Operational procedures
- Change requests
- Refresher training
- Technology refreshment
- Preventive maintenance

- System maintenance procedures
- Disaster backup recovery plan
- Modifications or enhancements
- Software license renewal
- Hardware replacement

DELIVERABLE: Readiness Assessment Checklist

2.10 Monitor Phased Implementation and Cutover

TASK DESCRIPTION: SDI will oversee a phased cut-over where different modules are implemented and moved into production on a staggered schedule. As each module is placed into production, the software provider will be required to provide assistance for system administration, helpdesk, and onsite user support for each major implementation phase or module.

DELIVERABLE: Oversight of Phased Implementation and Cutover into Production



2.11 Provide Post Implementation Support

TASK DESCRIPTION: SDI will conduct a post-implementation review after system implementation to provide the City with information to help it evaluate the contribution and measure the value gained by implementing the new system. The review will provide for organizational learning by documenting the success of the project and the reasons for that success. It will also identify areas the City may wish to revisit in terms of full implementation of all modules, related features, and functionality.

DELIVERABLE: Post Implementation Support

Potential Cost for Project Management During New System Implementation

Based on our past experience with major system implementations, we recommend the City consider engaging SDI for 32 hours per week over the course of the implementation timeline. Applying our all-inclusive hourly rate of \$185 yields an estimated annual cost of \$307,840 for implementation project management services.

SDI typically suggests to our clients that they consider time and material billing for project management services. This approach provides a cost-effective means of procuring our project management services and helps ensure our clients only pay for the actual services provided each month during implementation. This approach also allows for collaboration between the City's project team and the SDI resource, focusing our resources on the highest priority areas as identified by the City.

SDI's invoicing approach provides for monthly billing for services provided in the prior month, with invoices detailing number of hours worked and tasks completed. Our all-inclusive hourly rate covers all project related costs including mileage and other expenses. SDI does not bill for travel time to and from our client sites.